



**AGENDA**  
**RIO DELL CITY COUNCIL**  
**CLOSED SESSION – 5:30 P.M.**  
**REGULAR MEETING - 6:30 P.M.**  
**TUESDAY, OCTOBER 4, 2016**  
**CITY COUNCIL CHAMBERS**  
**675 WILDWOOD AVENUE**

***WELCOME . . .** By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

*In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.*

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:
  - 1) 2016/1004/01 - **Public Employee Performance Evaluation**  
Title: City Manager (Pursuant to Gov't Code §54957)
  - 1) 2016/1004.02 - **Conference with Labor Negotiator – City Manager**  
Concerning Labor Negotiations with Rio Dell Employees Association, Rio Dell Police Officers Association, and all Contract Employees (Pursuant to Gov't Code §54957.6)
- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION
- F. RECONVENE INTO OPEN SESSION – 6:30 P.M.
- G. ORAL ANNOUNCEMENTS
- H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

J. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.*

K. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council embers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".*

- 1) 2016/1004.03 - Approve Minutes of the September 20, 2016 Regular Meeting **(ACTION)** 1
- 2) 2016/1004.04 - Update on Employee Health Insurance **(RECEIVE & FILE)** 17
- 3) 2016/1004.05 - Request for Qualifications (RFQ) for Architectural Barrier Removal at City Hall **(RECEIVE & FILE)** 19

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. SPECIAL PRESENTATIONS/STUDY SESSIONS

- 1) 2016/1004.06 - Presentation on Humboldt Lodging Alliance and Humboldt County Tourism Business Improvement District (HCTBID) **(RECEIVE & FILE)** 48

N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2016/1004.07 - Update on Community Choice Aggregation Program Implemented by Redwood Coast Energy Authority (RCEA) **(DISCUSSION/NO REQUIRED ACTION)** 50

O. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- P. REPORTS/STAFF COMMUNICATIONS
- Q. COUNCIL REPORTS/COMMUNICATIONS
- R. ADJOURNMENT

*The next regular City Council meeting is scheduled for  
Tuesday, October 18, 2016 at 6:30 p.m.*

**RIO DELL CITY COUNCIL  
REGULAR MEETING  
SEPTEMBER 20, 2016  
MINUTES**

The closed session/regular meeting of the Rio Dell City Council was called to order at 5:30 pm by Mayor Wilson.

**ROLL CALL:** Present: Mayor Wilson, Mayor Pro Tem Johnson,  
Councilmembers Garnes, Marks, and Thompson

Others Present: City Manager Knopp, Finance Director Woodcox,  
Water/Roadways Superintendent Jensen, City Clerk  
Dunham, and City Attorney Gans

Absent: Community Development Director Caldwell, Chief of  
Police Hill, and Wastewater Superintendent Trainee  
Yaple (excused)

**ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS  
FOLLOWS:**

**Conference with Labor Negotiator – City Manager – Concerning Labor  
Negotiations with Rio Dell Employees Association, Rio Dell Police Officers  
Association, and all Contract Employees**

The Council recessed into closed session at 5:30 p.m. with the City Manager and City Attorney to discuss labor negotiations as posted.

The Council reconvened into open session at 6:30 p.m.

Mayor Wilson announced there was no reportable action taken in closed session.

**PUBLIC PRESENTATIONS**

**Nick Angeloff** reported on Chamber of Commerce activities and said they would be hosting a candidates forum for the three candidates running for City Council during the first week in October; said because there is not a lot of attendance at the monthly Chamber meetings they may start having them quarterly; and

**SEPTEMBER 20, 2016 MINUTES**  
**Page 2**

announced once again they will be hosting the annual Christmas tree lighting event during the first week in December.

An unidentified woman in the audience expressed thanks to the Council for hiring good police officers and said Sergeant Beauchaine and Chief Hill came out and took care of a problem for her and she was very appreciative.

**CONSENT CALENDAR**

Motion was made by Garnes/Johnson to approve the consent calendar including approval of minutes of the September 6, 2016 regular meeting; and to receive and file the check register for August 2016. Motion carried 5-0.

**SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

**Authorize Staff to Sign Funding Agreement with SWRCB, Issue Notice of Award, Issue Notice to Proceed and Execute Construction Management Contract with GHD for the Metropolitan Wells Project**

City Manager Knopp provided a staff report and said the purpose of this agenda item is to give the Council the option to expedite moving forward with the Metropolitan Wells Project to circumvent delays caused by the State Water Resources Control Board (SWRCB) in processing the funding agreement for the last piece of financing in the amount \$665,876. He noted that the project is basically unchanged and therefore still on task as far as the cost. He said should there be any alterations in the funding agreement, staff will return to the Council for further direction.

He then provided an overview of the power point presentation that was presented to the Council on July 19, 2016 and said the recommendation is to authorize staff to sign the funding agreement, issue the notice of award once the funding agreement is issued, issue the notice to proceed, and authorize staff to execute a construction management agreement with GHD in the amount of \$203,500.

He said the other option is to direct staff to wait for the funding agreement to be received by the State and present it to the Council before authorization is given, or reschedule any or all of these items for the October 4, 2015 regular meeting.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 3**

Councilmember Thompson asked how long the contractor is willing to wait for a signed contract.

Rebecca Crow, GHD stated the construction bids are good until October 14, 2016 but Wahlund Construction may be willing to extend the bid further if necessary.

Councilmember Thompson asked if there would be any liability to the City if the Council agrees to move forward and for some reason the funding falls through.

Rebecca Crow explained that the only thing holding up the project is the final funding agreement and the notice of award will not be signed until such time the funding agreement is in place.

Mayor Pro Tem Johnson asked if the \$203,500 budgeted for construction management is a fixed charge or a flexible amount. He said should the contractor complete the project sooner than expected he would imagine that GHD would reduce that charge.

Rebecca Crow explained that the cost was an estimate built into the budget and it was based on time and materials so in the event that happened, there could potentially be a reduction in that cost.

Mayor Wilson called for public comment.

**Elizabeth Coleman** asked if the project takes more time if there would then be an additional cost.

**Rebecca Crow** said that there is a pretty long construction period because of all of the equipment that has to be ordered so if the equipment is delayed it won't increase the cost.

**Dean Glaser** commented that Wahlund Construction did the City of Fortuna's 2 million gallon water tank project and the work was done very expeditiously. He also asked if the \$57,000 City match was from the enterprise fund and if the project includes a 10% contingency.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 4**

Staff responded that the matching funds come out of the water capital fund and that the project does include a 10% contingency.

Motion was made by Johnson/Garnes to authorize staff to sign; authorize staff to issue notice of award once the SWRCB funding agreement is issued by the State; authorize staff to issue the project notice to proceed once the notice of award has been returned with the signed contract and appropriate bonds and insurance documentation; and authorize staff to execute a construction management contract with GHD in the amount of \$203,500, the grant budgeted allocation. Motion carried 5-0.

**Update on Downtown Parking Lot Improvements**

City Manager Knopp provided a brief staff report and said this agenda item was presented to the Council at the last meeting and the consensus of the Council was to construct a split rail fence but staff is waiting for further Council direction regarding the fencing materials to be used. He said Councilmember Thompson questioned the possibility of utilizing the material from the old redwood tank and staff was directed to take an inventory of the redwood and report back to the Council.

Water/Roadways Superintendent Jensen reported there are 82 boards 2 ½ inch x 7 inch x 15 feet long. He said there is some dry rot but the grade of the redwood is clear with no knots. He pointed out that the redwood is a water fund asset so if it's used for that purpose, the water fund will need to be reimbursed.

Mayor Pro Tem Johnson asked if there is enough good material to build a 2 or 3 rail fence.

Water/Roadways Superintendent Jensen indicated that there probably is enough material.

Councilmember Thompson asked what the cost would be to turn the boards into 2 x 6's.

Water/Roadways Superintendent Jensen said if the dry rot was removed it would look like split rail redwood and said he could look into the cost of having it rough sawed or planed and sized down to 2 x 6.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 5**

Mayor Wilson commented that there is \$6,300 left in the budget for completion of the project but personally can't see spending more than the \$13.26 collected from the EV charging station as the City doesn't have a lot of money.

Councilmember Garnes said the fence would make the parking lot look better aesthetically and it would also help to define the boundary. She noted that the City is fortunate that Redwood Coast Energy Authority (RCEA) came in and installed the EV charging station but the parking lot is more than just an EV charging station and so the improvements should not be based on that. She said installing a fence will make the parking lot more welcoming and said having some sort of delineation is good.

Mayor Pro Tem Johnson agreed.

Mayor Wilson called for public comment on the proposed fence.

**Melissa Marks** asked about a "free parking" sign pointing to the parking lot.

**Water/Roadways Superintendent Jensen** commented that the City does have the sign and it will be installed.

**City Manager Knopp** commented that RCEA is also contracting with the City to install EV charging station signage.

**Dean Glaser** asked if this is something that needs to be expedited and if not; suggested the item be tabled to a future meeting to allow staff to get the cost to prep the redwood and calculate the footage.

**Elizabeth Coleman** said she thinks public works staff gave the Council what they asked for but asked for clarification on where the fence will be located. She said signage is also helpful.

**Mayor Wilson** explained the fence will be on the north side of the downtown City parking lot perpendicular to Wildwood Ave.

**John Coleman** suggested the idea of perhaps incorporating the project into the arts district to see if they can come up with an artistic design for the fence.



**SEPTEMBER 20, 2016 MINUTES**  
**Page 6**

Water/Roadways Superintendent Jensen asked for clarification on whether the Council wants the redwood split, rough sawed or planed.

Mayor Pro Tem Johnson suggested the wood be planed.

Councilmember Thompson said he preferred planed or rough sawed.

Staff agreed to get some quotes to rough saw or plane the boards and report back to Council on October 4, 2016.

Councilmember Thompson said as he recalls, the consensus of the Council at the last meeting was for the construction of a split rail fence with 3 rails.

City Manager Knopp clarified that staff also understood that was the direction of the Council.

**Bottled Water Proposal from Councilmember Thompson**

Councilmember Thompson began by stating that during discussions on the Cannabis Land Use ordinance he talked to people after one of the meetings about his idea of bottling water and they expressed interest in getting more information.

He reviewed information he had gathered over the years and referred to a picture of the Lorenzo Painter spring above West Painter St. that provided water to the City up until the first well was drilled. He said the spring and water rights were sold to Mr. Richter in 1926 with 160 customers then eventually sold to the Rovai brothers. He noted that the spring was used to fill a wooden tank that was then located below the City's existing steel water tank.

He then provided some estimated calculations of a probable amount of water based on 180 days of water coming from a 2 inch pipe. He pointed out that in the middle of summer the City is basically out of water and then it starts raining and there is too much water. He said as everyone knows, in the Belleview area there are millions of gallons of water the City needs to get rid of to alleviate the flooding of properties and capturing water and bottling it would help in those efforts.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 7**

He also provided information on Reverse Osmosis systems and referred a system that is capable of producing 7,000 gallons of water a day. He estimated 53,000 16.9 oz. bottles/day would potentially generate \$17,000/day in revenue to the City.

He also provided a cost analysis from 2009 using a wholesale price of \$0.31 for a 12 oz. bottle of water which calculated to \$170,000/day then calculated 1/3 of that amount which was \$56,544. He said multiplying that by 180 days results in revenue of \$1,177,920. He said assuming that number is probably unrealistic; he then discounted it by 80% which was still a little over \$2 million.

Councilmember Thompson said he would like to ask that the Council authorize the City Manager to put together an RFP using the Painter St. spring and solicit for persons interested in developing either that spring or perhaps the spring in Belleview. He said from recent discussions he is inclined to think this idea could potentially be a much needed source of revenue for the City and as such does not want to immediately dismiss the idea. He commented that more information is needed to see if the City has a resource to sell under a franchise agreement or contract with a developer. He added that he would at least like the City Manager to put together a proposal and see if there are any responses.

Mayor Pro Tem Johnson said with a Reverse Osmosis system you are taking something out of the water and putting something back in and asked what those components are.

Councilmember Thompson said when you remove all the contaminants the water is so pure you have to put chemicals back into the water just like any other bottled water.

Mayor Pro Tem Johnson directed his next question to the City Attorney and said the City had water rights to that spring but if they quit using it 50 or 60 years ago, questioned whether those rights are still in effect.

City Attorney Gans said the City could potentially still have water rights but he would have to do some underlying legal research on the nature of the overland right and what the initial interest was that was created for the City.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 8**

Councilmember Thompson explained the water source he is talking about is at the corner of Painter and Pacific Ave. and the actual spring that is supplying it is further up the hill which is what is adding to the flooding problems in the Bellevue area. He said if it is owned by someone else, they should be paying the City for having to deal with the runoff. He said that's another legal question and the reason he wants to see if there is the possibility. He said we know there is a 20" pipe in the Bellevue area that's running spring water off the hillside and taking it to the river which could also be drawn off of.

City Manager Knopp said before imploring the services of the City Attorney he would recommend that staff puts together an informal request for information and tour the site with staff and Councilmember Thompson and return to the Council once the information is in place. He noted that one of the things besides reviewing easements and legal documents would be to rely on experts in the field to see if they can provide any additional information. He said there are a few companies who engage in that type of activity and he would like to see what information they can provide before staff delves into it and uses a significant amount of staff time.

Mayor Wilson commented that he would like to see a more detailed breakdown of costs of bottling the water and pointed out that a consumer can purchase a bottle of water from Costco for \$0.75 a bottle or 2 (24) case bottles for \$7.00 which is \$0.15 per bottle. He pointed out that there is a lot of cost to install the equipment to run the operation, build the facility, and filter the water. He said if a private company wants to pursue this idea then he would be in agreement however; he is not willing to put City money into it as it would be tough to compete with stores like Costco.

He said he has no problem with doing a preliminary request for information and a tour of the site but before any money is spent on consultants, he wants it to come back to the Council.

Councilmember Garnes stated that she appreciates Councilmember Thompson trying to come up with an idea to generate revenue for the City but isn't sure a for-profit business is something the City can be involved in. She suggested the idea of perhaps partnering with someone like South Fork Mountain Water.

Mayor Wilson called for public comment.

**Tim Stack** commented that both Hoby's Market and Safeway have Reverse Osmosis systems where you can fill your own bottle for \$0.40 a gallon. He said the consumer, when buying bottled spring water is basically paying for the name, the bottle and the label.

**Dean Glaser** commented that the water at Safeway is actually genuine Fortuna water that goes through a charcoal filter and said the Reverse Osmosis system was too expensive.

He added that it was good intentions of Councilmember Thompson to put this idea together but suggested the Council form a 2-person task force to see if any other jurisdictions have done this. He also commented that Nick Angeloff is good at marketing and perhaps he could help. Another thing is that if the City sells water they will likely be required to do a full Environmental Impact Report (EIR) and get approval from the State Department of Water Resources and State Department of Health Services.

**John Coleman** said in talking about how to make the City survive there are two ways to do that; look at revenue generation and look at expense decreases. He said the City recently spent millions of dollars putting a water system in the river and maybe this water could be run over to the existing system to save money that way. He commented that he doesn't know if that is feasible but it makes sense to work both water sources into the same system.

He said the other issue that the City Council should consider is to include the property owners in this proposal because there are big issues related to water rights and it could potentially open up a can of worms.

**Tom Bertain** said he thinks it's a good idea for the Council to pursue and it has some good possibilities of supporting a backup water supply for the City. Also, it will help to alleviate some of the storm water that goes into the wastewater treatment plant.

**Nick Angeloff** suggested the City send out a proposal to see if any private entity is interested; if it's a viable business opportunity they will respond and if it's not, they won't. He said it's a simple process to pursue and suggested the environmental requirements and costs be included in the proposal so it doesn't put the City at risk.

Mayor Pro Tem Johnson stated that he agrees with the City Manager's light-handed approach by sending out an informal request for information then reporting back to the Council.

**Authorize Staff to Send out a Request for Proposal (RFP) Related to the Replacement of the Waterline Along Old Ranch Road**

City Manager Knopp provided a staff report and began by clearly defining the parameters for this agenda item and said the topic at this time is only specific to replacement of the above-ground Old Ranch Road waterline that serves about seven customers with a new above-ground waterline. He said that this line has been a major source of problems for public works in terms of repairs, particularly over the past 10 years or so.

He said again, the topic of discussion tonight is specific to the waterline and does not include discussion of the city springs parcel or anything accompanying that piece of property.

He stated that staff provided notification of the City's intent to replace the line to the property owners along that line and received correspondence from one resident, Laura Coleman expressing concerns regarding digging and burying the water line in the center of the roadway. He referred to a map showing the location of where the line will be installed and said it will go from the main line on Monument Road, along Old Ranch Road and terminating at the association water tank which falls approximately 150-200 yards short of the City owned springs parcel.

He added that in looking at the project in terms of what needs to be accomplished, staff feels confident there is a prescriptive easement for this location which has been there for 40 years.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 11**

He said the project will also include removal and disposal of the existing waterline, replacement of water meters and utility boxes, additional support brackets to secure the waterline along the roadway, a shut-off valve at the new water main connection, and a break away section of waterline at the location of the active slide. He said there are provisions for an additive bid item to allow the contractor to address a solution that limits or eliminates water loss at the slide area due to the movement of the slide and breakage of the line at that location.

Staff commented that this area has been a source of problems for years and this will certainly buy the City some additional time, probably 15-20 years and will meet the needs to secure the project so the public works crew is not up there frequently repairing the line.

City Manager Knopp said staff has prepared the Request for Proposals (RFP) and it is being reviewed by staff and the City Attorney. He noted that this is not a significant capital project and expects the cost to be less than \$10,000. He said if the Council authorized staff to proceed, he would like to first meet with the Monument Water Association and then move forward with issuing the RFP. He commented that he doesn't anticipate any significant delays in terms of weather so the project should be completed soon after the bid is awarded.

Mayor Pro Tem Johnson asked when the slide occurred and how much land moved over the last 5 or 10 years.

Water/Roadways Superintendent Jensen commented that he didn't know exactly but that it occurred prior to when he came to work for the City in 2004. He said the slide has easily moved a few feet and it is still active.

Mayor Pro Tem Johnson said it is great to see this project finally getting done as it is long overdue and has been kicked around by many Council's and commended this City Council for not continuing to kick the can down the road.

Councilmember Garnes referred to the correspondence from Laura Coleman and questioned the City's legal authority.

City Manager Knopp stated that he feels confident that the City has prescriptive rights to move forward with the project and said there is no reason why anyone

should oppose moving forward to mitigate the problem. He said replacement of the waterline is in everyone's best interest. He commented that the option is still open to allow the line to be buried in the middle of the road but at this point the City's obligation is to make sure that waterline is safe for the residents and staff.

Mayor Wilson asked if the customers were notified to get their consent with the new plan to replace the line with an above-ground water line.

City Manager Knopp responded that he did send out notification and received communication back from only one of the residents. He said the plan in moving forward is to try and adjust the plan of the project to address those concerns and part of the reason to adjust the plan and install the line above ground. He pointed out that the information was not so much for the customers on Old Ranch Road but the property owners that are along that line and not everyone that is a customer is a property owner. He said it certainly doesn't hurt to talk to everyone up there as it is in all the customers' best interest to get this project moving forward.

Mayor Wilson said he agrees with Mayor Pro Tem Johnson that the can has been kicked down the road for too long and one way or another the project needs to move forward.

Mayor Wilson called for public comment.

**John Coleman** said he has no problem whatsoever with putting the line above ground and said it makes good sense, it's a lot cheaper and it takes away a ton of liability by not digging up the road in a slide area. He said the City made a good choice in moving forward with the plan as presented. He said he can also say that anyone receiving the notification will not have an issue with it either.

**Dean Glaser** questioned the size of the supply line and whether it is sufficient for any potential future development.

Water/Roadways Superintendent Jensen responded that it is a 2 inch line.

**Dean Glaser** also asked if the Fire Chief had been approached as far as adequate water supply for fire protection.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 13**

City Manager Knopp clarified that the area in question is out of city limits and would be up to the developer to replace the line in the event of future development.

**Susan Hagemann** addressed the Council and said that she did not receive notification regarding this project and said there is a water association where there is a pipe that comes from Monument Road and goes down Old Ranch Road into where the water association's meters are located. She said their pipe goes from there up to their meter so they are also a part of the Old Ranch Road line. As such, she doesn't know why they were not included in the notification.

She also asked when the City is planning on meeting with the Monument residents to talk about the specifics of the project and asked staff to review where the money is coming from to complete the project.

City Manager Knopp stated that staff was waiting for approval of the Council before setting up a meeting with residents and said the reason she did not receive notification is because their property does not cover where the Old Ranch Road line is. Although they are a water customer of the City and a beneficiary of the project, the project itself doesn't necessarily require their specific notification. He indicated staff would be more than happy to invite her to any future meetings.

With regard to the funding source, staff explained that the City Council went through the Prop 218 process to adjust water rates and bring the City up to current state law. In that process the water system was divided into two separate pressure zones; the regular pressure zone and the Dinsmore zone. He explained the Dinsmore zone, because it is a different pressure zone is calculated as a separate zone as recommended by the city's rate consultant and is priced out differently than the regular zone. The reason being is that the Dinsmore zone is fed by a separate pumping station that is unique to that zone as well as the water lines and hydrants that are also unique to that zone.

He said all of those costs are basically borne by those rate payers; the cost is not borne by the regular rate payers.

**Elizabeth Coleman** thanked the Council and staff for moving the project forward.



Mayor Pro Tem Johnson said from an engineering point of view he would certainly like to see as much of the line as possible put underground as it makes good sense longevity wise and the initial cost will more than pay for itself over the extended lifetime of the project. That being said, he would still agree with staff to move this project forward as proposed.

Motion was made by Johnson/Garnes to authorize staff to advertise the Request for Proposals (RFP) related to the replacement of the waterline along Old Ranch Road. Motion carried 5-0.

City Attorney Gans left the meeting at this time.

### **ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

**Second Reading (by title only) and Adoption of Ordinance No. 347-2016 Amending Section 17.30.020, Accessory Uses and Buildings of the Rio Dell Municipal Code (RDMC) to Establish Maximum Building Heights and Floor Areas Based on the Size of the Parcel and to Allow for Exceptions by the Planning Commission when Certain Findings can be Made**

City Manager Knopp provided a brief staff report and said this is the second reading of the ordinance amending 17.30.020 of the Rio Dell Municipal Code related to Accessory Uses and Buildings to establish maximum building heights and floor areas for accessory structures based on the size of the parcel

Mayor Wilson opened the public hearing to receive public input on the proposed ordinance.

There was no public comment received so the public hearing was closed.

Motion was made by Johnson/Garnes to conduct the second reading (by title only) of Ordinance No. 347-2016 amending Section 17.30.020, Accessory Uses and Buildings of the Rio Dell Municipal Code (RDMC) to establish maximum building heights and floor areas based on the size of the parcel and to allow for exceptions by the Planning Commission when certain findings can be made. Motion carried 5-0.

**Second Reading (by title only) and Adoption of Ordinance No. 349-2016 Amending Chapter 17.40 of the Rio Dell Municipal Code (RDMC) to Accurately Reflect Referenced Sections which were Recently Amended**

City Manager Knopp provided a brief staff report and said this is the second reading of the ordinance and involves a minor text amendment to clean up the language in the RDMC to accurately reflect referenced sections which were recently codified. He said in reviewing the Enforcement regulations staff discovered that Section 17.40.030 referred to two sections that were recodified to new section numbers. He said the two referenced sections actually refer to "Adult Entertainment" and "Camping." As such, the section numbers were changed to accurately reflect the referenced sections under 17.40.030 under Penalty.

Mayor Wilson opened the public hearing to receive public input on the proposed ordinance. There being no public comment, the public hearing was closed.

Motion was made by Johnson/Thompson to conduct the second reading (by title only) of Ordinance No. 349-2016 amending Chapter 17.40 of the Rio Dell Municipal Code (RCMC) to accurately reflect the referenced sections. Motion carried 5-0.

**REPORTS/STAFF COMMUNICATIONS**

City Manager Knopp announced that he had nothing to report at this time.

Finance Director Woodcox reported that she had completed and distributed the final Operating and Capital Budget document for FY 2016-2017.

**COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Thompson reported that he attended the last HCAOG meeting in Mayor Pro Tem Johnson's absence and said the Board is supporting Measure U, a ¼ percent transportation tax and said the public is probably not aware that Prop 30 is ending which is a ¼ percent tax so in essence, instead of being taxed an extra ½ percent, it's technically only ¼ percent.

**SEPTEMBER 20, 2016 MINUTES**  
**Page 16**

Mayor Wilson reported that he had the opportunity to attend a town hall meeting with Senator Mike McGuire and said the main topics of discussion were related to homeless issues and the elderly. He said the County is proposing to close five residential care homes bringing the number of beds down from 440 to 190 and that Senator McGuire is opposed to the closures. He said he has a personal interest because his mother-in-law is currently in a home. He commented that it is deplorable what is going on in this county and probably other counties with regard to the way seniors are treated. He commented that it is and has caused people's lives and is a deplorable situation. He noted that this is a good cause to get involved in because we all face that issue at some point in our lives.

He also reported that the crime rate in Humboldt County went from 7 to 14 (per thousand people) from August 8<sup>th</sup> to September 8<sup>th</sup>, five of which were drug related arrests. He said with all the issues coming down the road, it is important to stay apprised of the situation.

**ADJOURNMENT**

Motion was made by Johnson/Garnes to adjourn the meeting at 7:56 p.m. to the October 4, 2016 regular meeting. Motion carried 5-0.

\_\_\_\_\_  
Frank Wilson, Mayor

Attest:

\_\_\_\_\_  
Karen Dunham, City Clerk

675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
(707) 764-5480 (fax)  
E-mail: [cm@riodellcity.com](mailto:cm@riodellcity.com)



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
October 4, 2016**

**TO:** Mayor and Members of the City Council  
**THROUGH:** Kyle Knopp, City Manager *[Signature]*  
**FROM:** Brooke Woodcox, Finance Director *[Signature]*  
**DATE:** October 4, 2016  
**SUBJECT:** Highlight: Health Insurance Update

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**RECOMMENDATION**

Receive and file.

**BUDGETARY IMPACT**

None at this time.

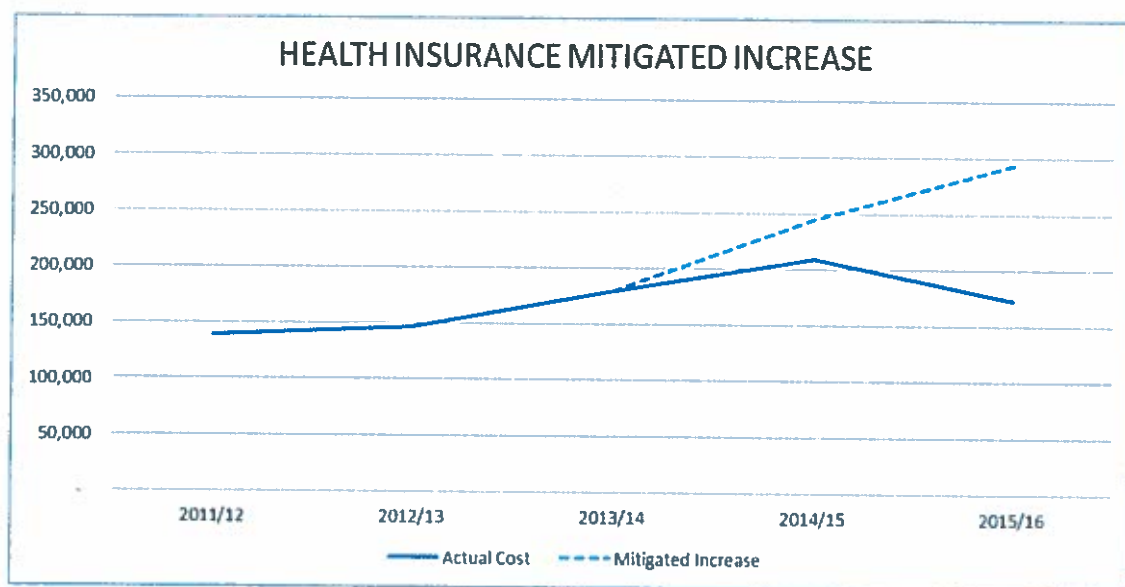
**BACKGROUND AND DISCUSSION**

In November 2015 Council adopted Resolution 1277-2015 approving participation in the Public Agency Coalition Enterprise (PACE) for employee healthcare benefits. The joint powers agreement (JPA) with PACE was in reaction to rising healthcare costs that were putting strain on the City's financial health. With the cooperation of all employees significant savings in health insurance costs were the result.

With skyrocketing costs, employees unanimously agreed to exchange their contractually bound HMO to a PPO that reduced healthcare benefits, and reduced costs; however, prices were again expected to increase by an additional 11% upon renewal of the City's PPO in January 2016. By creatively thinking outside the box staff came up with a solution that worked to mitigate the increasing costs of the City's healthcare plan.

A two year commitment to PACE was instated through Resolution 1277-2015 and lasts through December 2017. At the time of agreement PACE showed premium increases that averaged 3% to 5% annually over the previous five (5) years despite the volatility in the healthcare market. It was this volatility that had led to the City's healthcare premiums to soar upwards of 24% in 2015. In line with PACE's previous trends, they've reported an increase of 3% for the coming year. The increase is less than \$400 per month across all funds.

Employee concessions and the work to restructure health benefits have resulted in an estimated savings of \$7,000 per month for twenty-one (21) months, or \$147,000. This number is representative of the creative solutions that have been brought forth and have served to make substantial positive impacts on the City's financial health.



*(The City's 2015/16 health insurance costs have dipped below 2013/14 levels by \$6,657)*

675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



For Meeting of: October 4, 2016

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: September 27, 2016

Subject: Request For Qualifications – Architectural Barrier Removal City Hall

---

**Recommendation:**

That the City Council:

1. Receive and file a copy of the Request For Qualifications (RFQ) for the Architectural Barrier Removal at City Hall.

**Background**

As the Council is aware the City requested that the Department of Housing and Community Development (HCD) approve a Program Income (PI) waiver request to utilize PI funds for the removal of architectural barriers at City Hall. The request was approved and we are moving forward completing the General Conditions of approval. We hope to submit the General Conditions of approval later this week or the first part of next week.

We have completed the RFQ for design services. A copy is attached for your information. The dates will change slightly based on HCD's approval of the General Conditions.

**Attachment 1:** Request For Qualifications – Public Notice

**Attachment 2:** Request For Qualifications

# PUBLIC NOTICE



## REQUEST FOR QUALIFICATIONS

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**

The City of Rio Dell is soliciting Request for Qualifications from Architectural/Engineering/Design for the following project:

**Project Summary:** The City of Rio Dell desires to remove existing architectural barriers to the access to City Hall, including the main entrance, the Council Chambers and the Police Department. The project includes (1) designing ADA access compliance to the building in accordance with the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) and Chapter 11B of the 2016 California Building Code (CBC); and (2) an opinion of probable construction cost for the removal of the existing access and construction of the new ADA compliant access including ramp(s), stairs, deck and entry doors. The opinion of probable cost shall be broken down into the following elements (1) Demolition; and (2) Construction of the ramp(s), stairs and decks; and (3) Installation of ADA compliance entry doors to the main entrance, the Council Chambers and the Police Department.

The Request for Qualifications packet may be obtained by contacting Kevin Caldwell, Community Development Director by phone at (707) 764-3532, or by email at [caldwellk@riodellcity.ca.gov](mailto:caldwellk@riodellcity.ca.gov) or at City Hall, 675 Wildwood Avenue, Rio Dell, CA. 95562. The submittal period starts on October 3, 2016 and closes on November 4, 2016.

This project will be funded by the California Department of Housing and Community Development (HCD) utilizing Community Development Block Grant (CDBG) funds.





## **CITY OF RIO DELL**

# **REQUEST FOR QUALIFICATIONS**

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**

**Issued by Kyle Knopp, City Manager**

**CITY OF RIO DELL  
675 Wildwood Avenue  
Rio Dell, CA. 95562**

**Released: OCTOBER 3, 2016**

**Submittal Deadline: NOVEMBER 4, 2016**



**Project to be funded by State of California Department of Housing and  
Community Development utilizing Community Development Block Grant Funds**



# **CITY OF RIO DELL**

## **REQUEST FOR QUALIFICATIONS**

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**



### **CRITICAL DATES**

<b>Solicit Bids:</b>	<b>October 3, 2016</b>
<b>Mandatory Information Meeting/Site Visit</b>	<b>October 12, 2016 @ 10:00 am</b>
<b>Proposals Due/Opening:</b>	<b>November 4, 2016</b>
<b>Staff Consultant Recommendation</b>	<b>November 8, 2016</b>
<b>Council Action to Award:</b>	<b>November 15, 2016</b>
<b>Contract Start Date:</b>	<b>November 16, 2014</b>
<b>Project Deliverables – 45 Days from Contract Date</b>	<b>December 30, 2016</b>

# PUBLIC NOTICE



## REQUEST FOR QUALIFICATIONS

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
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This project will be funded by the California Department of Housing and Community Development (HCD) utilizing Community Development Block Grant (CDBG) funds.



## **REQUEST FOR QUALIFICATIONS**

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**

### **I. Background Information**

The CITY will utilize Program Income (PI) generated from the State of California's Department of Housing and Community Development (HCD), Community Development Block Grant (CDBG) Program.

The CITY is seeking Request for Qualifications (RFQ's) for design services for the replacement of existing ~700 s.f. entrance deck and ramp system to meet current ADA requirements. See Scope of Services and Costs.

The City had a Topographic Survey of the City Hall property prepared for the City in 2014 by Kelly – O'Hern Associates. A copy of the 2014 survey is available upon request.

### **II. Delivery of RFQ**

It is the Proposer's responsibility to ensure that the RFQ is received by the City prior to the hour and date for the opening of the proposals specified in the Notice of Request for Qualifications. Any proposals received by the City after the hour and date shall be rejected and returned unopened.

### **III. Format of RFQ**

All submittals shall be typewritten or printed in ink clearly and legibly, in conformance with the Request for Qualifications and submitted in an envelope plainly marked on the outside: "Design services for the replacement of existing ~700 s.f. entrance deck and ramp system to meet current ADA requirements". Five (5) copies of the proposal are required.

### **IV. Quality of Submission**

Unnecessarily elaborate or glossy statement of qualifications are neither expected nor desired. The emphasis of the submittal should be on responding to the requirements set forth in this Request.

### **V. Contents of Submission**

The proposer shall include in its proposal, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the Submitter's related experience, competence and professional qualifications for the satisfactory performance of the services outlined in the Project "Scope of Work" section of this Request for Qualifications. The proposal must be limited to 12 total pages (not including any cover / transmittal letter) and must be on 8.5" x 11" paper at a font no less than 11 point.

- a) A cover letter summarizing the key points of the statement (2 pages maximum).
- b) A list of the most recent projects for which the Submitter Project Team has performed services of similar size, scope, and complexity. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed and the dollar amount of the contract, and the date of performance.
- c) A list of the Submitter's principals, employees, agents, and subconsultants (project team) which the proposer anticipates assigning to this Project. This list shall include a summary of the qualifications, licenses, and experience of each individual; the approximate number of hours each will devote to the PROJECT; and the type of work to be performed by each individual and the rate of pay. The CITY will retain under its Agreement with the successful Proposer the right of approval of all persons performing under the Agreement.
- d) A statement which discloses any past ongoing or potential conflicts of interest which the Submitter may have as a result of performing the work on this project.
- e) A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered. Minimum insurance requirements are as follows: General Liability - one million per occurrence, two million aggregate; Automobile – one million combined single limit; Workers Compensation and Employer's Liability – one million per accident; and Professional Liability or Errors and Omissions Insurance one million per claim and two million aggregate.
- f) The proposal must be signed by an authorized representative of the Proposer.

**VI. Interpretations of the Request for Qualifications**

If the Proposer is in doubt as to the meaning of any part of the Request for Qualifications, or finds discrepancies in or omissions from the Request for Qualifications, the Proposer shall submit to the CITY a written request for an interpretation or clarification a minimum of 48 hours prior to the time for opening proposals. All such requests should be addressed to the CITY at:

City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA. 95562  
Attn: Kyle Knopp, City Manager  
or via e-mail at [knoppk@cityofriodell.ca.gov](mailto:knoppk@cityofriodell.ca.gov)

The CITY shall not be responsible for any explanations or interpretations of the Request for Qualifications other than by written addendum delivered to each Proposer. No oral

interpretations of any provision in the Request for Qualifications shall be binding upon the CITY.

**VII. Review of Qualifications and Evaluation Criteria**

After the Proposals are received and opened by the CITY, a selection committee shall review and evaluate the Request for Qualifications for responsiveness to the Request for Qualifications in order to determine whether the Proposer possesses the professional qualifications necessary for the satisfactory performance of the services required. The CITY shall also investigate qualifications of all proposers to whom the award is contemplated, and the CITY may request clarifications of proposals directly from one or more Proposers.

The short list of firms may be asked to make a formal presentation and interview to the committee. The firms will again be rated and the CITY will enter negotiations with the top rated firm for a fee proposal for engineering services. If not mutually agreeable, the CITY will entertain a fee proposal from the second rated firm, and so on, until an agreement is reached.

It is anticipated that this review period will last up to approximately 2-3 weeks. In reviewing the proposals, the CITY may consider the following:

1. The Proposer's understanding of the proposed project.
2. The experience and past performance of the Proposer and its agents, employees, and subconsultants (project team) in completing projects of similar type, size and complexity. The CITY may consider Proposer's timely and accurate completion of similar projects within budget.
3. The feasibility of the proposal based upon the performance, delivery schedules and the methodology to be used by the Proposer. This includes a demonstration of the dedication of resources to undertake and complete the Scope of Work within a reasonable time and within budget.
4. The Proposer's responsiveness to the Request for Qualifications, and clarity and creativity in their proposal.

After completion of the review of the proposals, the Selection Committee shall interview the top two or three firms who rank highest on the following ranking criteria.:

- |  |             |
|--|-------------|
| 1. Understanding work to be done.  | (10 points) |
| 2. Quality of past performance on similar projects, including schedule and budget compliance, include brief description of projects and current contact information. | (25 points) |
| 3. Qualifications of individuals within the Consultant's organization directly responsible for the work, including certification as a Certified                      | (30 points) |

Access Specialist (CAsp)

4. Knowledge of local conditions and project area. (15 points)

5. Familiarity with the California Building Code and ADA compliance. (20 points)

As a result of the interviews, the Selection Committee will determine which firm will be selected to enter contract negotiations. If an agreement cannot be reached, negotiations are terminated with the entity and the contracting. The Selection Committee will then start negotiations with the next highest ranked entity. This process is repeated as necessary until a contract is awarded.

The Selection Committee will prepare a bid award recommendation to the Rio Dell City Council who will make the final selection. Proposers will be notified of the award by email.

**VIII. Award of Agreement**

Upon completion of the review period, the CITY shall notify the Proposer selected for the Project. The proposer so notified may be required to provide specific documentation to the CITY. Any delay caused by the Proposer's failure to respond to direction from the CITY may lead to a rejection of the Proposal.

1. If the CITY decides, after evaluation and negotiation to award the Agreement, a contract shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the CITY until after the Agreement is signed by duly authorized representatives of both the Proposer and the CITY.
2. The CITY reserves the right to reject any or all proposals and to waive any irregularities.
3. The successful Proposer will be required to obtain a City of Rio Dell Business License.

**IX. Scope of Services and Costs**

The Scope of Work set forth in this Request for Qualifications represents the services and costs which the CITY expects the successful proposer to perform and adhere to. Please refer to Attachment A.

## Department of Housing and Community Development

Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

**FEDERAL TERMS AND CONDITIONS:** During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

**AFFIRMATIVE ACTION:** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

**SECTION 3:** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

**NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**EQUAL OPPORTUNITY:** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous



places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an

initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS,**

**MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:** Pursuant to 24 CFR 570.611, no member, officer, or employee of the City of Rio Dell, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or

responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The City of Rio Dell shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

**INSURANCE:** Contractor shall maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

**DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):** The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

**COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):** Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:** Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

**COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):** Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

**REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:** All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

**REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:** The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:** Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):** The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**D/MBE/WBE IMPLEMENTATION GUIDELINES:** The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

**AUDIT, RETENTION AND INSPECTION OF RECORDS:** The Contractor agrees that the City of Rio Dell, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to

provide any relevant information requested and shall permit the City of Rio Dell, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the City of Rio Dell all original records and related documentation.



City of Rio Dell

Agreement No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Rio Dell, a California Municipal Corporation and \_\_\_\_\_, (Consultant).

**For your protection, make sure that you read and understand all provisions before signing. The terms recited as Sections "a" through "t" on Pages 18 through 22 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.**

The undersigned Consultant offers to furnish the services (the "Services") as described in the Scope of Services as described in ATTACHMENT A and the proposal submitted by the Consultant to the City of Rio Dell dated \_\_\_\_\_, 2016, which is attached hereto as ATTACHMENT B and incorporated herein by reference.

The Services shall be provided in a timely manner as described in ATTACHMENT C. The City shall pay the Consultant for the performance of Work as set forth in the Scope of Services (ATTACHMENT A) as described in ATTACHMENT D and attached hereto.

Instructions: Sign and return original. Upon acceptance by the City of Rio Dell, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: City of Rio Dell

Consultant:

\_\_\_\_\_  
(Business Name)

By

By

Title City Manager

Title

Date:

Date:



**Consultant Agrees with the City of Rio Dell that:**

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will defend, indemnify and hold harmless the City of Rio Dell, its officers, employees, and authorized volunteers (collectively the "City") from and against all claims, demands and damages of all persons and entities that arise out of, pertain to, or relate to the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the City from and against all claims, demands and damages that arise out of, pertain to, or relate to the City's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with the City, before beginning professional services, a certificate of insurance satisfactory to the City evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the City. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A:VII, or equivalent, or as otherwise approved by the City. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above prior to the commencement of any Services by the sub-consultant.

- e. **Insurance Certificates.** Consultant will file with the City before beginning professional services, certificates of insurance satisfactory to the City evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the City. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by City of Rio Dell, its officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give the City, its officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the City. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. **Renewal Certificates.** If any of the required coverage's expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the City at least ten (10) days prior to the expiration date.
- g. **City Manager Authority.** Consultant shall not accept direction or orders from any person other than the City Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of the City.
- h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be no later than 30 days after acceptance of a written invoice by the City.
- i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by the City. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

- k. **Warranties.** Consultant represents and warrants that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents and warrants that the Services shall be completed in strict accordance with this Agreement. Consultant further represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless the City from and against any and all claims and causes of action based on alleged or actual infringements thereof. These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by the City against Consultant relating to the Services.
- l. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by the City in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the City.
- m. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or the City receives notice of any violation by Consultant of any laws relating to Consultant or the City receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice and shall observe and comply with all policies, procedures, rules and regulations of the City.
- n. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.

- o. **Termination.** The City may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, the City's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by the City, and if Consultant is not in default, the City shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at the City's option, pass to the City.
- p. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, the City may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by the City). Consultant shall be liable to McKinleyville Community Services District for all expenses incurred by the City in finishing the Services and any damage incurred through any default, which at the option of the City, may be charged against any amounts due from the City to Consultant hereunder, but Consultant's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.
- q. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to City of Rio Dell, 675 Wildwood Ave., Rio Dell, CA 95562, Attention: City Manager, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date three (3) U.S. mail delivery days after the notice was placed in the United States mail as provided above.

- r. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.
- s. **Interpretation.** Both Consultant and the City are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and the City are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.
- t. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or the City of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

## **ATTACHMENT A**

### **Scope of Services**

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**

**Project Summary:** The City of Rio Dell desires to remove existing architectural barriers to the access to City Hall, including the main entrance, the Council Chambers and the Police Department. The project includes (1) designing ADA access compliance to the building in accordance with the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) and Chapter 11B of the 2016 California Building Code (CBC); and (2) an opinion of probable construction cost for the removal of the existing access and construction of the new ADA compliant access including ramp(s), stairs, deck and entry doors. The opinion of probable cost shall be broken down into the following elements (1) Demolition; and (2) Construction of the ramp(s), stairs and decks; and (3) Installation of ADA compliance entry doors to the main entrance, the Council Chambers and the Police Department.

#### **Task 1: Background Review and Site Reconnaissance**

Consultant shall visit site to discuss the project with City staff, review, measure, and document existing conditions. The City shall provide any existing information which will be helpful in the project development

#### **Task 2: Schematic Design Drawings**

Based on information provided by the City and information obtained as part of their site reconnaissance, the Consultant shall develop schematic design drawings, including site plan, floor plan, elevations, and 3D views illustrating proposed improvements. Consultant shall submit schematic design documents to the City for review and comment. Consultant shall make changes as directed by the City.

#### **Task 3: Construction Drawings**

Consultant shall develop Construction Drawings and specifications suitable for construction in compliance with the California Building Coded (CBC) for Building Department submittal and approval. Consultant shall be required to make any revisions/corrections as required by the Building Department. The Construction Drawings shall be on a minimum of 18" x 24" paper. Five (5) hard copies of the plans and one (1) set of digital plans shall be submitted in AutoCAD format.

#### **Task 4: Construction Schedule Planning**

The consultant shall develop a plan to maintain and/or provide ADA access to City hall during the construction of the project.

#### **Task 5: Opinion of Probable Costs**

Under this task, the Consultant shall prepare an Opinion of Probable Costs based on Federal Prevailing Wages, the Davis-Bacon Act. The Opinion of Probable Costs shall be broken down into the following elements (1) Demolition; and (2) Construction of the ramp(s), stairs and decks; and (3) Installation of ADA compliance entry doors to the main entrance, the Council Chambers and the Police Department.

**ATTACHMENT B**

**Consultant's Proposal**

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**



**ATTACHMENT C**

**Scope of Services Deliverables Timeframe**

Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562

Work Task	Deadline
1. <u>Background Review and Site Investigations</u>	Within 15 days of Executed Contract
2. <u>Schematic Design Drawings</u>	Within 30 days of Executed Contract
3. <u>Construction Drawings</u>	Within 45 days of Executed Contract
4. <u>Construction Schedule Planning</u>	Within 45 days of Executed Contract
5. <u>Opinion of Probable Costs</u>	Within 45 days of Executed Contract

**ATTACHMENT D**

**Payment Schedule**

**Architectural Barrier Removal Project  
ADA Ramp, Deck and Entry Doors  
City Hall  
675 Wildwood Avenue  
Rio Dell, CA. 95562**

<b>Work Task</b>	<b>Payment</b>
1. <b><u>Background Review and Site Investigations</u></b>	
2. <b><u>Schematic Design Drawings</u></b>	Payment #1
3. <b><u>Construction Drawings</u></b>	
4. <b><u>Construction Schedule Planning</u></b>	
5. <b><u>Opinion of Probable Costs</u></b>	Payment #2

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*



October 4, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

A handwritten signature in blue ink, appearing to be "3" or a stylized "K", written over the name "Kyle Knopp".

SUBJECT: Presentation on the Humboldt Lodging Alliance and Humboldt County Tourism Business Improvement District (HCTBID)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

It is recommended that the City Council receive the presentation.

BACKGROUND AND DISCUSSION

Tony Smithers from the Humboldt County Convention & Visitors Bureau will provide a brief presentation on HCTBID and Rio Dell's potential participation in the district. Attached is correspondence from Mr. Smithers that provides additional information on this subject.

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Kyle Knopp, City Manager  
City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA. 95562

September 19, 2016

Dear Mr. Knopp:

The Humboldt Lodging Alliance would like to invite the City of Rio Dell to join in the Humboldt County Tourism Business Improvement District (HCTBID).

When the HCTBID was formed in 2012, the City of Rio Dell opted not to participate in the collection of a two percent assessment for all overnight stays (of under 30 days) in your city's lodging properties. As far as we are aware, this assessment would apply to the Humboldt Gables Motel, River's Edge RV Park and any vacation rentals or AirBnb rentals within city limits that are registered and paying transient occupancy taxes, both currently and in the future.

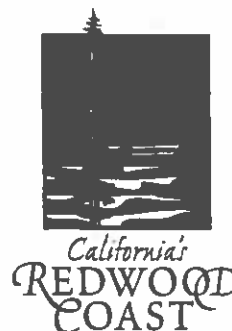
In the past four-plus years, over \$4 million in assessments have been collected in Humboldt County and dedicated to destination marketing and supporting local events, attractions and visitor services. In that time we have accomplished a lot and seen very strong growth of transient occupancy tax and HCTBID assessment collections. With the strong support of the lodging industry, the Humboldt Lodging Alliance is working to renew the special district for another five years. The HLA board has proposed changing the district to allocate 65 percent of assessment revenues back to the jurisdictions in which they are collected in the form of grants for projects that will help to increase overnight stays. The remaining funds will continue to pay for a professional countywide marketing campaign.

Now is the time to determine whether Rio Dell will join this winning partnership. With the agreement of you and your lodging operators, we will add Rio Dell to the County Resolution of Intent and will subsequently ask the Rio Dell City Council to adopt a Resolution of Consent granting the County of Humboldt the lead jurisdiction over the Tourism Business Improvement District in Rio Dell. Assuming the district renewal passes by vote of the affected lodging operators, the new district will go into effect on July 1, 2017. After that date your lodging operators would begin collecting the two percent assessment from their guests and submitting it to the City along with the transient occupancy tax. The City would then transmit the funds to the Humboldt Lodging Alliance, less one percent of assessments collected for your administrative costs.

We would love to "fill the gap" by having Rio Dell, the only city with a bed tax that is not part of the Humboldt County Tourism Business Improvement District, join our successful partnership. If you have any questions feel free to contact me at [tony@redwoods.info](mailto:tony@redwoods.info) or 707-443-5097.

Thank you!

Tony Smithers  
Administrator  
Humboldt Lodging Alliance



**Tony Smithers**  
Executive Director

Humboldt County  
Convention & Visitors Bureau

707-443-5097  
800-346-3482  
[tony@redwoods.info](mailto:tony@redwoods.info)  
[www.redwoods.info](http://www.redwoods.info)

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodelcity.com*



October 4, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager *3*

SUBJECT: Update to the Council on the Community Choice Aggregation Program Currently Being Implemented by Redwood Coast Energy Authority.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

It is recommended that the City Council receive the information, discuss and ask questions, if any, on the subject. There is no action required of the Council on this subject at this point in time.

BACKGROUND AND DISCUSSION

On November 17, 2015 the City Council voted unanimously to adopt Resolution No. 1279-2015 that amended and restated the Joint Powers Agreement (JPA) between the City and the Redwood Coast Energy Authority (RCEA). The Revised JPA allowed RCEA to pursue a Community Choice Aggregation (CCA) program for all of Humboldt County. The promise of a CCA program is its potential ability to redirect local dollars towards local energy projects that lower carbon emissions and create local jobs while also potentially lowering ratepayers electricity costs.

On April 5, 2016 the City Council held a first reading on a proposed ordinance that would have amended Rio Dell Municipal Code and made the City a participant in the CCA program. The item was ultimately tabled and the minutes reflect the following concerns:

- The feasibility of operating a CCA program
- Unknown rate structure
- Eureka's participation in the CCA (and impact on rate structure)
- Costs/process associated with opting in/out of the CCA and PG&E

It should also be noted that after our meeting on April 5, 2016 there have been some changes in the environment surrounding Rio Dell's potential participation in the CCA. In April, Rio Dell was one of the first governments to bring this item to a first reading. Today, with the exception of Ferndale and Rio Dell, all of our other partner governments have opted to participate in the CCA process including Eureka and Fortuna. The CCA process appears to be moving forward

and RCEA has issued its "Launch Period Strategy and Targets" document, which is attached to this agenda.

On September 19, 2016 RCEA issued the final draft of its technical study. The study appears to affirm the feasibility of the CCA program to provide modest rate savings while also providing more direct community benefit. This study has been distributed to the Council.

The purpose of this agenda item is to add to the above areas of concern in preparation for a proposed continuation of the first reading on October 18, 2016. Richard Engel from RCEA will also be in attendance to help try to answer questions from the Council on this matter and prepare for the meeting on the 18<sup>th</sup>.

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# GUIDELINES FOR THE REDWOOD COAST ENERGY AUTHORITY COMMUNITY ENERGY PROGRAM LAUNCH-PERIOD STRATEGY AND TARGETS



Adopted September 19, 2016

## OVERVIEW & GOALS

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The Redwood Coast Energy Authority (RCEA) is proceeding with the launch of a community choice energy program scheduled to commence service to customers in May of 2017. Based on the groundwork established by the RePower Humboldt strategic plan for developing local renewable energy, in June of 2015 the RCEA Board of Directors voted to proceed with developing a community choice energy program for Humboldt County with the following core goal:

***Maximize the use of local renewable energy while providing competitive rates to customers.***

In addition to this over-arching goal, the program will be designed to pursue the following aspirations and community benefits:

- Environment Quality
- Local Control and the Ability to Pursue Local Priorities
- Economic Development
- Energy Independence
- Customer Rate-savings, Choice, and Community Programs

Implementing a community choice energy (CCE) program that furthers these goals will be an ongoing and evolving process. Outlined below are targets and objectives for the initial launch phase of the program during years 1-5 of operation. These targets and objectives will have to be adaptively managed based on market conditions and local considerations, but will be used as a guiding framework for the development of RCEA's CCE Program Implementation Plan, power procurement strategy, and the development of local generation projects and programs.

## **FINANCIAL TARGETS**

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- A target of approximately 5% of the available program annual budget will be allocated to customer rate savings (based on parity with PG&E generation rates and with PG&E PCIA fees factored in). This equates to a total customer rate savings that averages at least \$2 million per year over the first 5 years, for a targeted total cumulative customer rate savings of at least \$10 million over the first 5 years of operation.
- The program will target building a rate-stabilization/reserve/contingency fund of \$35 million by the end of year five under projected market conditions. The program will be designed to target a minimum reserve of at least \$10 million even under adverse market conditions.
- Over the first 5 years, the program will aim to retain and/or redirect \$100 million dollars or more of rate-payer dollars back into Humboldt County when taking into consideration local power-procurement, customer rate-savings, local-program spending, and allocations toward building the reserve/contingency fund.

## **POWER OBJECTIVES**

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- At least 5% more renewable energy (as defined by state law) than PG&E's power mix.
- At least 5% lower greenhouse gas emission rate than PG&E mix.
- Maximize the use of local renewable energy to the extent technically and economically feasible and prudent.
- Strongly support energy efficiency and conservation as core strategies toward achieving the program's environmental, economic, and community goals.

## **GENERATION PORTFOLIO TARGETS**

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### **Existing Local Biomass**

- Issue a Request for Offers targeting power purchase agreements with 1-2 existing facilities.
- Structure overall biomass procurement strategy around local waste-management and forest restoration priorities and needs.
- Include environmental, community, and economic considerations in selection process.
- Contingent on price and market conditions, contract for a target of around 20MW of local biomass energy (about 15% of the total RCEA power portfolio).

### **Existing Local Small Hydroelectric**

- Pursue contracting with a target of 2MW of existing local small hydro.
- Ensure that any contracts are structured to support and prioritize the operators' water-management and environmental quality objectives.



### **New Local Solar Power**

- **Feed-in-tariff power procurement program for small generators**
  - <1MW small/medium renewable generators (solar and other technologies)
  - Eligible projects are designed primarily for wholesale power production (not focused on meeting on-site energy loads).
  - Standardized, upfront purchase price, projected to be in the range of \$80-100/MWh to facilitate project financing.
  - Standardized, upfront, and straightforward contract terms and duration to facilitate project financing.
  - Initial power portfolio allocation to the feed-in-tariff program will be targeted at 6MW.
- **Utility-scale Solar**

In parallel to the feed-in-tariff program RCEA will pursue the development of additional wholesale-generation solar projects, which could be developed by RCEA and/or third-parties in pursuit of overall power portfolio solar content targets:

  - Initial target of 5MW of new local wholesale solar online before the end of 2018.
  - Launch-phase target of 15MW of utility-scale/wholesale solar online by the end of year 5 of operations.
  - Focus project development on underutilized/idle public and industrial sites to limit impacts related to other beneficial uses such as agriculture, economic development, habitat, and open space.

### **Additional Power Resources**

To meet and balance over-arching objectives for rates, renewable energy %, and greenhouse gas emissions as well as to match power generation availability to customer loads demands, the launch-period portfolio will incorporate the following addition power sources:

- Renewable generation projects--wind, solar, geothermal, etc--located outside the County.
- California and/or Pacific Northwest hydroelectric power (which is renewable and emissions-free, but cannot be counted toward CA state renewable portfolio standard requirements). This will not include any power from the Klamath River dams.
- Unspecified "system power" from the CASIO power market pool (while power from the pool is not traceable to any specific generator, in northern CA this power is predominately generation from natural gas and large hydro power facilities).

### **Future/Long-term Generation**

- **New Local On-shore Wind Generation**
  - Assess the possibility for up to 50MW of local on-shore wind energy generation on Bear River Ridge.
    - The most viable site for local on-shore wind is Bear River Ridge west of Rio Dell and South of Ferndale.
    - While there are other possible sites in the area, Bear River Ridge has the best wind resource in the County (it is one of the top wind resource areas in the state), Bear River Ridge property owners are willing and interested in developing a wind project, and there was considerable environmental and technical study and evaluation previously conducted which, if utilized, would reduce the development costs and timelines of a potential project.
- **New Local Small-scale Hydroelectric**
  - Evaluate options for the development of new small-scale hydroelectric that would be feasibly-compatible with environmental and cultural priorities.

- **Offshore Wind Energy**
  - While not yet deployed in California, offshore wind energy generation is an established technology. The wind resource off of the Samoa Peninsula coastline is one of the best in North America, and the on-shore infrastructure on the peninsula appears well-suited to accommodate offshore wind development.
  - During the initial 5-year launch-phase of Program, RCEA will allocate resources to moving forward with community and stakeholder engagement, site selection, environmental review, and project scoping.
- **Wave Energy**
  - Wave energy technology is in an early stage of development. During the program launch phase, RCEA will build on the previous WaveConnent and CalWave projects to explore and evaluate opportunities for local wave-energy research, development, and pilot-deployment.

## PROGRAMS

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### Enhanced Solar Net-Energy-Metering (rate-based program)

- Self-generation power credited to customer's bill at retail rate plus \$0.01/kWh (+5-10% above base retail generation rate).
- Excess generation credits roll-over from year to year and never expire.
- Excess generation credits can be cashed-out for full retail value.

### 100% Renewable Energy Option (rate-based program)

- Voluntary opt-up option for premium price (based on actual cost of service).
- Large hydro and system power components of base RCEA power mix replaced with renewable energy (non-local solar, wind, geothermal, etc).
- Evaluate 100% solar and/or 100% local renewable options in the near-term (in or after 2018, after launch and ramp-up of operations).

### Programs budget target of an initial allocation of up to \$1,000,000 per year for:

- **Solar and Energy-storage Technical Assistance**  
Program emphasis will be on public-agency and community facilities, especially critical infrastructure such as water/wastewater treatment and emergency response.
- **Electric Vehicle Charging Infrastructure**  
Supporting the adoption of electric vehicles provides multiple benefits aligned with CCE Program goals: significant reductions in greenhouse gas emission compared to petroleum-powered vehicles; lower \$/mile fuel costs compared to petroleum vehicles, increasing CCE customer-load base, and providing a flexible electricity demand load that has the future potential to be managed to support the integration of renewable energy.
- **Energy Efficiency and Conservation**  
New programs that support and enhance the existing programs offered by RCEA, PG&E, the Redwood Community Action Agency, and others.
- **Match funding for State, Federal, and Foundation Energy Grants**  
The majority of grant funding opportunities require some level of local match funding, so tagging/reserving a flexible component of the CCE program budget to be available as-needed for use as energy-related grant match funding will support bringing resources into Humboldt County to pursue our community energy goals.